

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 Michele Haydel Gehrke (SBN 215647)
2 Email: mgehrke@reedsmith.com
3 Brandon Nhan (SBN 335573)
4 Email: bnhan@reedsmith.com
5 REED SMITH LLP
6 101 Second Street
7 Suite 1800
8 San Francisco, CA 94105-3659
9 Telephone: +1 415 543 8700
10 Facsimile: +1 415 391 8269

NOTE: CHANGES MADE BY THE COURT

11 Attorneys for Defendant
12 UNITED AIRLINES, INC.

13 Sam S. Yebri (SBN 246444)
14 Email: syebri@mylawllp.com
15 Alexander M. Merino (SBN 241551)
16 Email: amerino@mylawllp.com
17 MERINO YEBRI, LLP
18 1925 Century Park East, Suite 2100
19 Los Angeles, California 90067
20 Telephone: (310) 551-2000
21 Facsimile: (310) 693-9458

22 Attorneys for Plaintiffs
23 DARBY QUEZADA and DAWN TODD

24 **UNITED STATES DISTRICT COURT**
25 **CENTRAL DISTRICT OF CALIFORNIA**

26 DARBY QUEZADA, and individual;
27 DAWN TODD, an individual,

Case No. 2:24-cv-00339-MRA-JPR

28 Plaintiff,

vs.

UNITED AIRLINES, INC., a
corporation; and DOES 1-50,
Defendants.

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and contracts or other valuable research, development, commercial, financial, technical and/or proprietary information; and/or medical records or documents containing private medical, health, or personnel information for which special protection from public disclosure and from use for any purpose other than prosecution of this action may be warranted. Such confidential, private, and/or proprietary materials and information may consist of, among other things, private medical, health, or personnel information, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials,

to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: The above captioned case titled *Darby Quezada et al. v. United Airlines, Inc. et al.*, Case No. 2:24-cv-00339-MRA-JPR (US District Court, Central District of California).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
2 expert witness or as a consultant in this Action.

3 2.8 House Counsel: attorneys who are employees of a party to this Action.
4 House Counsel does not include Outside Counsel of Record or any other outside
5 counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or
7 other legal entity not named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a
9 party to this Action but are retained to represent or advise a party to this Action and
10 have appeared in this Action on behalf of that party or are affiliated with a law firm
11 which has appeared on behalf of that party, and includes support staff.

12 2.11 Party: any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their
14 support staffs).

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 2.13 Professional Vendors: persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
20 their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is designated
22 as “CONFIDENTIAL.”

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only Protected
27 Material (as defined above), but also (1) any information copied or extracted from
28 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected

1 Material; and (3) any testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the trial
4 judge. This Order does not govern the use of Protected Material at trial.

5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations
7 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
8 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
9 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
10 and (2) final judgment herein after the completion and exhaustion of all appeals,
11 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
12 any motions or applications for extension of time pursuant to applicable law.

13 5. DESIGNATING PROTECTED MATERIAL

14 5.1 Exercise of Restraint and Care in Designating Material for Protection.
15 Each Party or Non-Party that designates information or items for protection under this
16 Order must take care to limit any such designation to specific material that qualifies
17 under the appropriate standards. To the extent practicable, the Designating Party
18 must designate for protection only those parts of material, documents, items, or oral or
19 written communications that qualify so that other portions of the material, documents,
20 items, or communications for which protection is not warranted are not swept
21 unjustifiably within the ambit of this Order.

22 Indiscriminate or routinized designations are prohibited. Designations that
23 are shown to be clearly unjustified or that have been made for an improper purpose
24 (e.g., to unnecessarily encumber the case development process or to impose
25 unnecessary expenses and burdens on other parties) may expose the Designating Party
26 to sanctions.

27 If it comes to a Designating Party's attention that information or items that it
28 designated for protection do not qualify for protection, that Designating Party must

1 promptly notify all other Parties that it is withdrawing the inapplicable designation.

2 5.2 Manner and Timing of Designations. Except as otherwise provided in this
3 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
4 or ordered, Disclosure or Discovery Material that qualifies for protection under this
5 Order must be clearly so designated before the material is disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic documents,
8 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
9 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
10 “CONFIDENTIAL legend”), to each page that contains protected material. To the
11 extent practicable, if only a portion or portions of the material on a page qualifies for
12 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by
13 making appropriate markings in the margins).

14 A Party or Non-Party that makes original documents available for inspection
15 need not designate them for protection until after the inspecting Party has indicated
16 which documents it would like copied and produced. During the inspection and before
17 the designation, all of the material made available for inspection shall be deemed
18 “CONFIDENTIAL.” After the inspecting Party has identified the documents it
19 wants copied and produced, the Producing Party must determine which documents, or
20 portions thereof, qualify for protection under this Order. Then, before producing the
21 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to
22 each page that contains Protected Material. If only a portion or portions of the material
23 on a page qualifies for protection, the Producing Party also must clearly identify the
24 protected portion(s) (e.g., by making appropriate markings in the margins).

25 (b) for testimony given in depositions that the Designating Party identify the
26 Disclosure or Discovery Material on the record, before the close of the deposition all
27 protected testimony.

28 (c) for information produced in some form other than documentary and for

any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions

described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment

1 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
 2 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
 3 depositions that reveal Protected Material may be separately bound by the court reporter
 4 and may not be disclosed to anyone except as permitted under this Stipulated Protective
 5 Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,
 7 mutually agreed upon by any of the parties engaged in settlement discussions or
 8 appointed by the Court.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
 10 PRODUCED IN OTHER LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation that
 12 compels disclosure of any information or items designated in this Action as
 13 “CONFIDENTIAL,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall
 15 include a copy of the subpoena or court order unless prohibited by law;

16 (b) promptly notify in writing the party who caused the subpoena or order to issue
 17 in the other litigation that some or all of the material covered by the subpoena or order
 18 is subject to this Protective Order. Such notification shall include a copy of this
 19 Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be pursued
 21 by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with the
 23 subpoena or court order shall not produce any information designated in this action as
 24 “CONFIDENTIAL” before a determination by the court from which the subpoena or
 25 order issued, unless the Party has obtained the Designating Party’s permission. The
 26 Designating Party shall bear the burden and expense of seeking protection in that court
 27 of its confidential material and nothing in these provisions should be construed as
 28 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
 29 from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
 4 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
 5 by Non-Parties in connection with this litigation is protected by the remedies and relief
 6 provided by this Order. Nothing in these provisions should be construed as prohibiting
 7 a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce
 9 a Non-Party’s confidential information in its possession, and the Party is subject to an
 10 agreement with the Non-Party not to produce the Non-Party’s confidential information,
 11 then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party that some
 13 or all of the information requested is subject to a confidentiality agreement with a Non-
 14 Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
 16 Order in this Action, the relevant discovery request(s), and a reasonably specific
 17 description of the information requested; and

18 (3) make the information requested available for inspection by the Non-Party,
 19 if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14 days
 21 of receiving the notice and accompanying information, the Receiving Party may
 22 produce the Non-Party’s confidential information responsive to the discovery request.
 23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
 24 any information in its possession or control that is subject to the confidentiality
 25 agreement with the Non-Party before a determination by the court. Absent a court order
 26 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
 27 in this court of its Protected Material.

28 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

1 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
2 Protected Material to any person or in any circumstance not authorized under this
3 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
4 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
5 all unauthorized copies of the Protected Material, (c) inform the person or persons to
6 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
7 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
8 that is attached hereto as Exhibit A.

9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
10 PROTECTED MATERIAL

11 When a Producing Party gives notice to Receiving Parties that certain
12 inadvertently produced material is subject to a claim of privilege or other protection,
13 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
14 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
15 may be established in an e-discovery order that provides for production without prior
16 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
17 parties reach an agreement on the effect of disclosure of a communication or
18 information covered by the attorney-client privilege or work product protection, the
19 parties may incorporate their agreement in the stipulated protective order submitted to
20 the court if the Court so allows.

21 12. MISCELLANEOUS

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
23 person to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this
25 Protective Order no Party waives any right it otherwise would have to object to
26 disclosing or producing any information or item on any ground not addressed in this
27 Stipulated Protective Order. Similarly, no Party waives any right to object on any
28 ground to use in evidence of any of the material covered by this Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
3 only be filed under seal pursuant to a court order authorizing the sealing of the specific
4 Protected Material at issue. If a Party's request to file Protected Material under seal is
5 denied by the court, then the Receiving Party may file the information in the public
6 record unless otherwise instructed by the court.

7 13. FINAL DISPOSITION

8 After the final disposition of this Action, as defined in paragraph 4, within 60
9 days of a written request by the Designating Party, each Receiving Party must return all
10 Protected Material to the Producing Party or destroy such material. As used in this
11 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
12 summaries, and any other format reproducing or capturing any of the Protected
13 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
14 must submit a written certification to the Producing Party (and, if not the same person
15 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
16 category, where appropriate) all the Protected Material that was returned or destroyed
17 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
18 compilations, summaries or any other format reproducing or capturing any of the
19 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
20 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
21 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
22 work product, and consultant and expert work product, even if such materials contain
23 Protected Material. Any such archival copies that contain or constitute Protected
24 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

25 14. Any violation of this Order may be punished by any and all appropriate
26 measures including, without limitation, contempt proceedings and/or monetary
27 sanctions.
28

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2

3 Dated: March 11, 2024

REED SMITH LLP

4

5

/s/ Michele Haydel Gehrke
Michele Haydel Gehrke

6

Brandon Nhan

7

Attorneys for United Airlines, Inc.

8

9 Dated: March 11, 2024

MERINO YEBRI LLP

10

/s/ Sam S. Yebri

11

Sam Yebri

12

Attorneys for Plaintiffs

13

Authorized to File on March 9, 2024

14

The Court, having considered the Parties' Stipulation and finding good cause therefor, hereby **GRANTS** the Stipulation.

IT IS SO ORDERED.

DATED: 3/22/2024



HON. JEAN P. ROSENBLUTH
UNITED STATES MAGISTRATE JUDGE

21

22

23

24

25

26

27

28

EXHIBIT A

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Darby Quezada et al. v. United Airlines, Inc. et al.*, Case No. 2:24-cv-00339-MRA-JPR (US District Court, Central District of California). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____